

**REAL ESTATE COMMISSION**  
PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS  
STATE OF HAWAII  
1010 RICHARDS STREET  
P. O. BOX 3469  
HONOLULU, HAWAII 96801

**FINAL**  
**HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)**  
**PUBLIC REPORT**

on  
2771 LANILOA  
2771 Laniloa Drive  
Honolulu, Hawaii

REGISTRATION NO. 1715 (Conversion)

**IMPORTANT — Read This Report Before Buying**

**This Report Is Not an Approval or Disapproval of This Condominium Project**

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: January 2, 1986

Expires: February 2, 1987

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 24, 1985 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED WITH THE COMMISSION AS OF DECEMBER 19, 1985. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. 2771 LANILOA is a fee simple condominium project which, according to the Developer's plans, will initially contain one (1) residential apartment unit (hereinafter the "Unit" or "Dwelling") built in 1963 and located in one (1) detached building. The Unit has two parking stalls located within a garage for the use of Dwelling A. The Developer has reserved the right to develop by January 1, 1996, Phase 2, which would consist of one additional Dwelling (which would be known as "Dwelling B"). Dwelling B is also expected to have a garage with two regular-size stalls.

2. The Developer of the Project has submitted to the Commission for examination all documents and materials deemed necessary by the Commission for the registration of this condominium project and the issuance of this Final Public Report.

3. The Developer advises that the Declaration of Horizontal Property Regime and the By-Laws of Association of Apartment Owners has been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 19142, Page 399 and in Liber 19142, Page 424, respectively. The Condominium File Plan has been recorded in said Bureau as Condominium File Plan No. 978.

4. No advertising or promotional matter has been submitted pursuant to the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Hawaii Real Estate Commission Rules and Regulations which relate to Horizontal Property Regimes.

6. This Final Public Report is made a part of the registration of 2771 LANILOA condominium project. The Developer shall be responsible for placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, January 2, 1986, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.

NAME OF PROJECT: 2771 LANILOA.

LOCATION: The land to be submitted to the regime and on which the project will be situated is located off Laniloa Drive, Pacific Heights, City and County of Honolulu, State of Hawaii, and contains 18,207 square feet.

TAX MAP KEY: Oahu 2-2-23-53

ZONING: R-6

DEVELOPER: EDDIE ONOUE, INC., a Hawaii corporation, whose business address is [REDACTED]

The current officers are:

Edward Onouye	-	President, Vice President, Secretary, Treasurer and Director
Rodney Mukai	-	Assistant Secretary/ Assistant Treasurer

ATTORNEY REPRESENTING DEVELOPER: Grad & Ching, Attorneys at Law (Jeffrey S. Grad), Suite 2001, 841 Bishop Street, Honolulu, Hawaii 96813. Telephone No. (808) 521-4757.

DESCRIPTION OF PROJECT: The Project consists of one (1) apartment (called interchangeably a "Unit", an "Apartment" or "Dwelling"). The Apartment is identified on the Condominium Map as "Dwelling A". The Apartment has appurtenant to it the right to use the yard area designated as "Dwelling Lot A" and other areas, described below as Limited Common Elements.

The Developer has reserved the right to amend the Declaration on or before January 1, 1996 to provide for one additional Dwelling which would be known as "Dwelling B". The additional Dwelling is described herein as "Phase 2" and the procedure for establishing Phase 2 is set forth in paragraph 21.3 of the Declaration, which prospective purchasers should examine with care.

DESCRIPTION OF APARTMENTS: One (1) freehold estate is hereby designated in the Apartment contained in the Project, within the spaces enclosed by and within the outside surfaces of the exterior wall and roof and the bottom surfaces of the footing and foundations of the Unit.

Note: The Net living area of each Apartment is not calculated according by this perimeter; rather it is calculated according to the interior surfaces of the walls and doors.

Dwelling A is a single family residence containing ten rooms and has a net living area of approximately 2,154 square feet. On the Upper Level (which is the street level), there is a bar, a half bath and a covered lanai of approximately 829 square feet. A two car garage of approximately 347 square feet is also located on the Upper Level. On the next lower level (which is called the "Main Level"), there are a kitchen and dining area, living room, one half bath and a laundry area. On the next lower level (called the "Lower Level"), there are located three (3) bedrooms and two baths and on the next lower level (called the "Basement") are an unfinished basement and a workshop of approximately 560 square feet.

Dwelling B (if added in Phase 2) would also be a single family residence. The exact location, size, dimensions and other features of Dwelling B are at the discretion of Developer but are subject to paragraph 21.3 of the Declaration.

Dwelling A contains carpeting (except in bathrooms and kitchen). Dwelling A also contains a range, refrigerator, oven, washer, dryer, dishwasher, disposal and water heater.

Parking. Unless Phase 2 is added, the Project would contain two (2) covered regular-size parking stalls, which are located in the garage located in Dwelling A and are for its exclusive use. The parking spaces are not a common element and are not shown on the Condominium Map. If Phase 2 were added to the Project, it is expected that the Project would have an additional two covered regular size parking spaces, which would be located in a covered garage for the benefit of Dwelling B.

Apartment Numbers and Location. Unit A is located on the portion of the Land furthest from Laniloa Drive. Unit B, if added in Phase 2, would be located closest to Laniloa Drive. The location of each of the Units is as shown on the Condominium Map.

COMMON ELEMENTS. One freehold estate is hereby also designated in all the remaining portions of the Project, herein called the "Common Elements", including specifically but not limited to:

a. The Land in fee simple, more particularly described in Exhibit A to the Declaration.

b. All grounds and landscaping not otherwise designated limited common elements; provided that a portion of the common elements designated for future development of Phase 2 (Dwelling B) shall become a limited common element for the benefit of Dwelling B, if and when the Developer amends the Declaration to add Dwelling B.

c. All roadways and access areas.

d. All other portions of the Land and improvements not specifically heretofore designated as Apartments or Dwellings, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Horizontal Property Regime.

LIMITED COMMON ELEMENTS. Certain parts of the common elements, herein called the "Limited Common Elements" are hereby designated and set aside for the exclusive use of each Dwelling, and each Dwelling shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne entirely by the Dwelling to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

The site of each Dwelling, referred to herein as a "Dwelling Lot" consisting of the land beneath and immediately adjacent thereto, as shown and delineated on said Condominium Map (and having the same letter designation as the Dwelling to which it is appurtenant), shall be deemed a limited common element for the exclusive use of the Dwelling to which it is appurtenant.

Note: The Purchaser should be aware that the "Dwelling Lot" described above is for Horizontal Property Regime purposes only. The "Dwelling Lots" are not lots of record (subdivided) and the City and County of Honolulu will consider all development on one lot of record as a single entity when application is made for any required permits.

Note: Initially, and unless and until Phase 2 is added, the entire lot area of 18,207 square feet is for the use of Dwelling A's owner.

INTEREST TO BE CONVEYED TO PURCHASER: Subject to the following paragraph, Dwelling A shall have appurtenant thereto an undivided one hundred percent (100%) interest in all common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the Dwelling Lot owners.

If the Developer shall develop Phase 2 (Dwelling B), then the percentage of undivided interest in the common element shall be changed so that Dwelling A and Dwelling B will each have appurtenant thereto an undivided fifty percent (50%) interest in all common elements of the Project, and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting as aforesaid.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE. A Dwelling shall be occupied and used only as a private dwelling by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose, provided, however, that no Dwelling shall be occupied and used by more than three unrelated persons. A Dwelling shall not be rented for transient or hotel purposes, which is defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the Dwelling are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. Except for such transient or hotel purposes, the owner of a Dwelling shall have the absolute right to lease the same subject to any limitation, restrictions, covenants and conditions in the Declaration.

OWNERSHIP OF TITLE: A Preliminary Title Report dated December 3, 1985, issued by Founders Title & Escrow of Hawaii indicates that Eddie Onouye, Inc., a Hawaii corporation, has title to the land committed to the Project.

ENCUMBRANCES AGAINST TITLE. Said Title Report dated December 3, 1985, reveals the following:

1. That certain mortgage dated September 6, 1985, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 18916, Page 276, in favor of Central Pacific Bank, a corporation which is organized and existing under the laws of the State of Hawaii.
2. Mineral and metallic mine rights reserved to the State of Hawaii.
3. Real property taxes as may be due and owing. For further information, check with the tax assessor for the City.
4. Declaration, By-Laws and Condominium File Plan referred to in item 4, page 2 of this Public Report.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated September 18, 1985, identifies Founders Title &

Escrow of Hawaii as Escrow Agent. On examination, the Reservation Agreement, Deposit Receipt and Sales Contract and the executed Escrow Agreement are found in compliance with Hawaii Revised Statutes, Chapter 514A, as amended.

Among other provisions, the executed Escrow Agreement states that a Purchaser under a Reservation Agreement, Deposit Receipt and Sales Contract (hereinafter, the "Sales Contract"), shall be entitled to certain rights of cancellation pursuant to Chapter 514A, Hawaii Revised Statutes, as amended, and/or pursuant to the provisions of the Sales Contract.

The Purchaser has a legal right under Hawaii law to cancel the purchase of the Apartment, if the Purchaser desires to do so, without any penalty or obligation within thirty days following the date the Final Public Report (or Reports) is delivered to the Purchaser. If the Purchaser cancels, then the Purchaser will be entitled to receive the refund of any downpayment or deposit, less any escrow cancellation fees and other costs, up to \$250.

If the Purchaser does not act within the above thirty-day period or if the Apartment is conveyed to the Purchaser within the above thirty-day period, the Purchaser will be considered to have executed the receipt for the Final Public Report and to have waived his right to cancel the purchase of the Apartment. The Purchaser may also waive his right to cancel by checking the appropriate box, by signing and dating the form of notice contained in Section 514A-62, and by returning said notice to the Seller.

ADDITIONAL RIGHT TO CANCEL BY PURCHASER.

A. Except for any additions, deletions, modifications and reservations made pursuant to the terms of the Declaration of Horizontal Property Regime for the Project, the Purchaser may rescind his purchase of the Apartment even though the sales contract is binding upon him if there is a material change in the Project which directly, substantially, and adversely affects the use or value of (1) the Purchaser's Apartment or appurtenant limited common elements, or (2) those amenities of the Project available for the Purchaser's use.

B. The Purchaser's right of rescission under paragraph A above shall be waived upon (1) delivery to the Purchaser, either personally or by registered or certified mail, return receipt requested, of a disclosure document which describes the material change and contains a provision for the Purchaser's written approval or acceptance of such change, and (2) the Purchaser's written approval or acceptance of the material

change, or the lapse of ninety days since the Purchaser has accepted the Apartment, or the occupancy of the Apartment by the Purchaser; provided that if the Purchaser does not rescind this contract or execute and return the written approval or acceptance of such change as provided in the disclosure document within thirty days from the date of delivery of such disclosure document, the Purchaser shall be deemed to have approved and accepted such change; provided further that the deemed approval and acceptance shall be effective only if at the time of delivery of the disclosure document, the Purchaser will be deemed to have approved and accepted the change upon the Purchaser's failure to act within the thirty day period; provided further that if, prior to delivery of such disclosure document, ninety days have lapsed since the Purchaser has accepted the Apartment, or the Purchaser has occupied the Apartment, then the Purchaser's right to rescission under paragraph A above shall not be waived unless the Purchaser shall execute the written approval or acceptance of such change as provided in the disclosure document within thirty days from the date of delivery of such disclosure document or the Purchaser is deemed to have approved and accepted such change as set forth above. The Seller agrees that a copy of the form of disclosure document shall be delivered to the Real Estate Commission prior to delivery to purchasers.

C. In the event of rescission pursuant to the provisions of this section, the Purchaser shall be entitled to a prompt and full refund of any moneys paid.

D. If Purchaser decides to obtain financing, then within ten days of the acceptance by Seller, Purchaser shall apply to any institution selected by Purchaser for a loan to finance the purchase of said apartment and upon request promptly sign and deliver all documents and information and diligently take all steps necessary to obtain such loan. It shall be a condition to Seller's and Purchaser's obligations under the Sales Contract, that within thirty (30) days following the Purchaser's loan application, Purchaser shall have obtained a written commitment from an institutional lender indicating the lender's willingness to make a customary-type of loan to Purchaser secured by the apartment. The amount and conditions of such loan shall be as customary in the community for such type of loans at the time of application.

#### SELLER'S CANCELLATION OF RIGHTS.

A. If Purchaser shall have died prior to his acquisition of title to the apartment, the Seller may elect to return all sums paid hereunder to Purchaser's estate or legal representative, and thereupon all rights of Purchaser shall

cease and terminate without further liability on the part of the Seller.

B. Except as otherwise provided in the Sales Contract, if Purchaser shall default in making any of the payments or performing any of the obligations called for in said contract (including, but not limited to, Purchaser's making a mortgage loan application pursuant to paragraph D above), and such default shall continue for ten (10) days after notice delivered personally or by mail by Seller to Purchaser at the address provided for in the contract, then, forthwith at the option of Seller, Purchaser shall lose any and all rights under said contract, and any amount paid toward the purchase price may be retained by Seller as liquidated damages, or may, at the option of Seller, be returned, less Purchaser's proportionate share of expenses to be determined solely by Seller. The Developer has not arranged for any financing for purchasers.

C. The Seller may, at its option, release the obligations of Purchaser under the Sales Contract in the event Purchaser shall secure another purchaser who is satisfactory to Seller. The Sales Contract is not otherwise assignable.

NOTE. Prospective purchasers should be aware that all security interests obtained by any lender in connection with the Project as well as any extensions, renewals or modifications thereof shall be prior to and superior to any and all liens or charges arising from the Sales Contract or any other prior reservation agreement.

MANAGEMENT AND OPERATION. The By-Laws of this project state that the management and operation of the project shall be vested in the Board of Directors, that the Board of Directors may employ, for the Association of Apartment Owners, a Managing Agent to perform such duties as the Board shall authorize, including the collection of all assessments from the Owners. The Developer has not yet entered into a Property Management Agreement and until a corporate or other managing agent is appointed, Eddie H. Onouye, the president of the developer, will serve as the initial Managing Agent. It is intended that after sale of the Project that the owners of the Apartments in the Project will self-manage the Project.

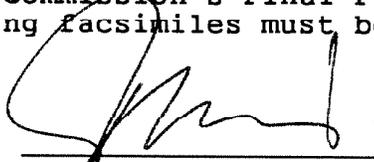
STATUS OF PROJECT. The Project consisting of Dwelling A is completed. A letter from the City Building Department dated October 11, 1985 to the Developer indicates that the three-story one-family detached dwelling was constructed in

1963, that it met the code requirements when it was constructed, and that no variances or special permits were granted to allow deviation from code.

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The Purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted October 24, 1985, and information subsequently filed as of December 19, 1985.

This FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1715 filed with the Commission on October 24, 1985. The report, when reproduced shall be a true copy of the Commission's Final Public Report. The paper stock used in making facsimiles must be white.



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G.A. "RED" MORRIS, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

DEPARTMENT OF FINANCE  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, CITY AND COUNTY OF HONOLULU  
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Registration No. 1715

Dated: January 2, 1986